

# **EXHIBIT A**

## *Commission Agreement*



## MDM SERVICES CORPORATION

### PROFIT IMPROVEMENT INCENTIVE PROGRAM

#### I. Base Commission Schedule

In consideration of marketing and business development services rendered by Martin Lunn (Employee) resulting in the awarding of contracts to MDM Services Corporation (MDM), the following compensation schedule will be in effect from the date of entry into this agreement:

##### A. Definitions

*Gross Margin* – profits experienced by individual jobs to include direct costs in accordance with MDM's accounting policies.

*Bid Margin* – profits projected as part of the bidding process.

##### B. Base Commission

The Base Commission shall be calculated and paid at the end of each project and shall be determined in accordance with the following schedule:

Gross Margin less than 66% of Bid Margin - 0% of Gross Margin

Gross Margin greater than 66% of Bid Margin – 10% of the lessor of Actual Gross Margin and Bid Margin

Base Commission is not paid on the first \$3,000,000 of contracts awarded to the company.

##### C. Pooled Excess Margin

Pooled Excess Margin is that Actual Margin in excess of Bid Margin offset by Actual Losses on projects completed, cumulative for all projects combined.

Profit Improvement Incentive equals 15% of Pooled Excess Margin which is paid quarterly.

MDM Management will have sole discretion to determine all sales credited to the Agreement and gross profit.

The commission due will be paid within 45 days of the end of each quarter.

##### D. Direct Expenses

The only expenses that will be reimbursable shall be those pre-authorized expenses directly related to sales activities.

#### II. Proprietary Information

The customers, business, products, technology, business connections, customer lists, procedures, operations, techniques and other aspects of the business of MDM are established at great expense and protected as confidential information and trade secrets and provide MDM with a substantial competitive advantage of selling its products. The Consultant shall have access to, and be entrusted with, trade secrets, confidential information and proprietary information, and MDM would suffer great loss and injury if the Consultant would disclose this information or use it to compete with MDM. Consequently, the Consultant agrees that during its relationship with MDM, and from then on, it and its employees, officers and agents, will not, directly or indirectly, either individually or as an employee, agent, partner, shareholder, or in

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any other capacity, use or disclose, or cause to be used or disclosed, any trade secret, confidential information or proprietary information acquired by the Consultant during its relationship with MDM.

### III. Duration of Agreement

This agreement may be terminated in writing by either party at any time. Any commissions due at that time will be paid within 45 days. Commissions will stop accruing at the termination of this agreement.

### IV. Non Compete

Consultant shall fulfill its obligations under this agreement to the best of its ability, using best efforts to promote the interests of MDM and the customer. During the period of performance of this agreement and for a period of one (1) year thereafter, Consultant or its employee(s) will not directly or indirectly either on own account or for some other person:

- a. call upon, solicit, divert any customer or business or employee of MDM;
- b. compete with MDM for business or render any service to a customer of MDM;
- c. solicit any employee of MDM to leave their employment with MDM.

This covenant not to compete is extended to MDM customers only. This covenant is therefore deemed reasonable and an essential part of the basis of the bargain of this agreement. In the event of a breach or threatened breach by Consultant of the provisions of this paragraph, MDM will be entitled to an injunction restraining Consultant from further violating this covenant and in addition to money damages and any other available remedy for such breach or threatened breach.

### V. Complete Agreement

This agreement shall be construed and interpreted according to the laws of the State of California and the jurisdiction and venue of any legal action concerning same shall be Orange County, California.

This Agreement constitutes the full and complete terms of the agreement between the parties hereto and may be amended only in writing executed by the affected parties.

MDM Services Corporation  
28202 Cabot Road, Suite 205  
Laguna Niguel, CA 92677

By: Michael G. Flower  
Title: CEO

Signature: Michael G. Flower

Date: 9/15/03

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Consultant

By: Mah D. Le

Title: MANAGER OF CONSTRUCTION SERVICES

Signature: Mah D. Le

Date: 9/15/03